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Authorization ID

Contact Name

Expiration Date

SPECIAL USE APPLICATION & TEMPORARY PERMIT FOR OUTFITTING AND GUIDING

Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)

(Ref.: FSH 2709.11, section 41.53)

PART I - APPLICATION

1. APPLICANT INFORMATION

Applicant Name:

Business Name:

Applicant's Complete Address:

Telephone Number:

Fax Number:

E-mail Address:

As an applicant, are you:

- ☐ Commercial Guide
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ College or University
- ☐ Non Profit
- ☐ Summer camp or Children's
- ☐ Other –describe

Please describe type of organization if other and for all groups describe in brief the nature of your business (provide recreation, educational therapeutic etc.):

Under the Regulatory Flexibility Act, a small entity is a firm that is "independently owned and operated" and "not dominant in its field of operation." The United States Small Business Administration has developed size standards to identify what is considered a small business. Under these standards, a business with annual receipts of less than \$6.5 million constitutes a small business for recreation industries. Additionally, a small organization is any nonprofit enterprise that is independently owned and operated and not dominant in its field. A small government jurisdiction is a government of a city, county, town, township, village, school district, or special district with a population of less than 50,000.

Under these criteria, are you a small entity?

2. DESCRIPTION OF PROPOSED ACTIVITY

Fill out page 13 with a description of your activity

Please include: (Fill out attached trip Itinerary with the information listed below). The number of service days requested.

. The anticipated number of trips and party size.

. Trip Itinerary with:

. Starting and ending dates of the proposed operations.

. Location of routes and starting and ending points for the proposed operations.

. Services that will be offered to clients (identify any services that will be provided by a party other than the holder).

- . A description of your client base or audience.
- . A list of government facilities you propose to use, e.g., a boat launch, parking lot, or trailhead.
- . A statement of whether the proposed operations involve motorized equipment.
- . A description of cleanup and restoration during and after the proposed operations.

3. ADVERTISING. Provide a current brochure and current advertising materials or website address.

4. CLIENT CHARGES. Provide a description of client charges and fees and what they cover. Attach a current rate sheet.

5. GUIDE IDENTIFICATION

- . Attach a list of all guides who would be working under the permit.
 - . Describe your requirements for employment and staff training programs.
 - . Attach copies of current CPR and First Aid certifications, Wilderness First Responder cards, and other applicable certifications for guides. Please do not send copies of social security cards or passports. Send driver's licenses only if driving is part of the outfitting and guiding service.
 - . If the state in which your activity would occur requires licensing for outfitters and guides, include a copy of relevant licenses.
- Fill out Section 10 on page 16 with this information.

6. OPERATING PLAN. Attach an operating plan that addresses client and visitor safety, evacuation and emergency procedures, and resource protection with respect to your proposed operations and location. (Appendix A)

7. LIABILITY INSURANCE. The holder will be required to obtain liability insurance in an amount satisfactory to the authorized officer (see FSM 2713.1). The insurance policy must name the United States as an additional insured. A copy of the certificate of insurance must be provided to the authorized officer prior to issuance of a permit.

8. CLIENT'S ACKNOWLEDGMENT OF RISK FORM. If you plan to use an acknowledgment of risk form, attach a copy.

9. EXPIERENCE. List all permits for outfitting and guiding on National Forest System lands that you have held in the past 3 years. If you received a performance evaluation from the Forest Service, attach a copy. If you are relying on outfitting and guiding experience with other federal or state agencies, list any permits that you have held with those agencies in the past 3 years and provide a copy of any performance evaluations received. List all citations or violations received in association with outfitting and guiding activities.

10. SIGNATURE. I hereby certify that I am of legal age and am authorized to do business in the State or Commonwealth of [] I have personally examined the information contained in this application and certify that this information is correct to the best of my knowledge.

I hereby acknowledge that is an application only, and that the use and occupancy of National Forest System lands is not authorized until a special use permit is signed and issued by an authorized officer.

Printed Name:

Signature:

Date:

Printed Name:

Signature:

Date:

18 U.S.C. 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction. Anyone who knowingly or willfully makes or uses any false statements or representations shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

PART II - TEMPORARY SPECIAL USE PERMIT FOR OUTFITTING AND GUIDING
Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h) (Ref.
FSH 2709.11, section 41.53 and 37.21b)

(holder) is hereby authorized to use, subject to the terms of this Permit, the White Mountain National Forest lands as described on the trip information form; names of trails and areas. This authorization covers approximately 1 acres and/or 0 miles. This temporary permit is issued for the purpose of authorizing the following outfitting and guiding activities on National Forest System lands:

<input type="text"/>	Temporary use service days	<input type="text"/>
# of Service days		Dates of permit

APPENDIX A - Trip Itinerary and Operating Plan
Attachment 1A - Wilderness Use

I. GENERAL TERMS AND CONDITIONS

A. AUTHORITY. This permit is issued pursuant to Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h), and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on The term for this temporary permit shall not exceed 180 days.

D. RENEWAL AND EXTENSION. This permit is not renewable. Upon expiration of the permit all use shall return to the temporary use pool.

E. AMENDMENT. This permit may be amended, provided that the total use authorized not exceed 200 service days or the equivalent in quotas and the term of the permit not exceed 180 days.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use and occupancy authorized by this permit are not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

II. OPERATIONS

A. OPERATING PLAN. The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit and is attached as Appendix A. You would be required to notify the Forest Service in writing of any staff changes during your operating season.

B. TRIP ITINERARY. The trip itinerary submitted in the application corresponding to this permit is incorporated as the trip itinerary for this permit and is attached as Appendix A.

C. REQUIRED LICENSES. The holder shall obtain all licenses required for conducting the activities authorized by this permit.

D. CONDITION OF OPERATIONS. The holder shall maintain the permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit.

E. PROHIBITION ON USE OF MECHANIZED TRANSPORT OR MOTORIZED EQUIPMENT IN WILDERNESS AREAS. The holder shall not use mechanized transport or motorized equipment in wilderness areas and shall not use mechanized transport or motorized equipment in proposed or potential wilderness areas without prior written approval from the authorized officer.

F. PROHIBITION ON IMPEDING OR INTERFERING WITH OTHER USES. The holder shall perform the activities authorized by this permit so as not to impede or interfere with administrative or other authorized uses of National Forest System lands.

G. RESTRICTION OF MOTOR VEHICLE USE. The holder shall restrict motor vehicle use to designated roads, trails, and areas, unless specifically provided otherwise in the operating plan.

H. RESOURCE PROTECTION. The holder shall conduct all activities so as to prevent or minimize scarring, erosion, littering, and pollution of National Forest System lands, water pollution, and damage to watersheds. In addition, the holder shall take precautions at all times to prevent wildfire.

I. PERFORMANCE OF SUPPORT SERVICES. As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Activities that support the use authorized by this permit, such as food or shuttle services, may be conducted by a party other than the holder, but only with prior written approval from the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

J. NONDISCRIMINATION

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

K. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the holder agrees to ensure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

L. SANITATION. The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.

M. SIGNS AND TEMPORARY IMPROVEMENTS. Signs posted and temporary improvements installed on National Forest

III. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 251, Subpart C, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. THIRD-PARTY RIGHTS. This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived from mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses III.D, III.F, and II.H, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

E. INDEMNIFICATION. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

F. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. The policies shall also specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to U.S. Government, c/o 71 WHITE MOUNTAIN DRIVE CAMPTON, NH 03223. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. Liability. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of as a combined single limit per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

IV. LAND USE FEE

A. Land Use Fee. All fees must be paid in advance and are not refundable. 1. The land use fee for this permit is \$150 per 50 service days. This permit authorizes and the fee is

Total days

permit fee

(a) Definitions

(1) Adjusted Gross Revenue. Gross revenue and revenue additions less applicable exclusions.

(2) Gross Revenue. The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.

(3) Revenue Additions. The market value of the following items, which are added to gross revenue:

(A) The value of goods and services that are donated or the value of goods and services that are bartered in exchange for goods and services received that are directly related to the outfitted or guided trip; and

(B) The value of gratuities, which are goods, services, or privileges that are not available to the general public and that are donated or provided without charge to organizations; individuals; the holder's employees, owners, or officers; or immediate family members of the holder's employees, owners, or officers.

(4) Revenue Exclusions. The following are excluded from gross revenue:

(A) Revenue derived from goods or services sold on private land that are not related to outfitting and guiding operations conducted on National Forest System lands, such as souvenirs, telephone toll charges, and accident insurance sales.

(B) Amounts paid or payable to a State government licensing authority or recreation administering agency from sales of hunting or fishing licenses and recreation fee tickets.

(C) Revenue from the sale of operating equipment, rental equipment, capitalized assets, or other assets used in outfitting and guiding operations, such as horses, tack, watercraft, and rental skis and boots, which are sold periodically and replaced.

2. Assigned Site Fee. A fee shall be charged for the occupancy of National Forest System sites assigned to the holder. Assigned site fees shall not be prorated; the holder shall pay the full annual fee for each assigned site. No refunds or credits will be given for authorized but unused assigned sites.

3. Grazing Fee. A fee shall be charged for grazing livestock used in conjunction with the use and occupancy authorized by this permit. No refunds or credits will be given for authorized but unexercised grazing use.

4. Payment Schedule. The holder shall pay the annual estimated permit fee, including the fee for commercial use, assigned site fee, and grazing fee, in advance of the authorized use, as follows:

(a) Single Payment. The holder shall pay the total annual estimated fee in advance when it is less than \$500.

(b) Two Payments. The holder shall pay half the total annual estimated fee in advance and the remainder by mid-season when the total is equal to or greater than \$500, but less than \$2,500.

(c) Three Payments. The holder shall pay one-third of the total annual estimated fee in advance and the remainder in two equal payments by mid-season when the total is \$2,500 or more.

(d) Final Payment. The Forest Service shall reconcile annually the actual permit fee against permit fee payments made. The holder shall pay any additional fees owed for the past year's operation within 30 days of billing.

5. Documentation of Revenue. The holder shall provide documentation of use and revenue for purposes of permit fee verification.

(a) Actual Use Report. Within 30 days of completion of the holder's approved operating season, the holder shall submit to the authorized officer an actual use report in accordance with the format in Appendix E.

(b) Income Statements. No later than 90 days after the close of the holder's fiscal year, the holder shall submit to the authorized officer a statement of income reporting the results of the holder's annual operations. The statement shall include gross revenue, the value of donated goods and services, the value of gratuities, the value and description of items excluded from gross revenue, and all adjustments, such as taxes deducted, and shall be broken down by permitted activities.

6. Fee Payment Issues

(a) Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

(b) Disputed Fees. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by settlement terms or an appeal decision.

(c) Late Payments

(A) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(B) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(C) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(D) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall be responsible for the delinquent fees, as well as any other costs of restoring the site to its original condition, including hazardous waste cleanup.

(d) Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(A) Administrative offset of payments due the holder from the Forest Service.

(B) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(C) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(D) Disclosure to consumer or commercial credit reporting agencies.

7. Accounting Records. The holder shall follow generally accepted accounting principles or another comprehensive basis of accounting, such as the cash, modified cash, or income tax basis of accounting, in recording financial transactions. The minimum acceptable accounting system shall include:

(a) Systematic internal controls and separate recording of gross receipts from each type of business conducted under this permit, separate from any other commercial or personal activity. Receipts shall be recorded daily without reduction and, if possible, deposited into a bank account. Receipt entries shall be supported by documentation such as cash register tapes, sales invoices, reservation records, and cash accounts from other sources.

(b) For permits with fees greater than \$10,000, when requested by the Forest Service, the holder at its own expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service.

B. ACCESS TO ACCOUNTING RECORDS. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

V. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations;
2. For noncompliance with the terms of this permit;
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

B. NOTICE AND OPPORTUNITY TO TAKE CORRECTIVE ACTION. Prior to revocation or suspension under clause V.A the authorized officer shall give the holder notice of the grounds for the action to be taken and a reasonable period, not to exceed 30 days, to complete corrective action prescribed by the authorized officer. Failure of the holder to take corrective action shall disqualify the holder from eligibility for another permit for three years.

C. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 48 hours of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review, the superior shall take prompt action to affirm, modify, or cancel the suspension.

D. APPEALS AND REMEDIES. Any written decisions by the authorized officer relating to administration of this permit, including revocation or suspension decisions, are subject to the administrative appeal regulations at 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

E. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

VI. MISCELLANEOUS PROVISIONS

A. ADVERTISING. The holder shall not misrepresent in any way, either orally, in its circulars, brochures, advertising, and other materials, or on its website, signs, or letterheads, any aspect of the use authorized by this permit, including services provided by the holder, the status of this permit, or the area it covers. All of the holder's circulars, brochures, and advertising and its website regarding use of the permit area shall state that the permit area is located on the White Mountain National Forest.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.

C. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other service by a government agency, utility, association, or individual.

D. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

E. SUPERIOR CLAUSES. In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or any provisions in the appendices attached to this permit, the preceding printed clauses shall control.

F. MINIMUM WAGE REQUIREMENT (C-6).

MINIMUM WAGE

(a) Executive Order 13658. This contract-like instrument (for purposes of this clause only, contract) is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased.

Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and record keeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment

This permit is accepted subject to all its terms and conditions.

I have read and understand the terms and
Conditions and agree to abide by them

BY :

NAME:

Title:

Date:

U.S. DEPARTMENT OF AGRICULTURE

Forest Service

Authorization is granted:

BY:

(Authorized Officer)

Print
Name:

Title:

Date:

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

WHITE MOUNTAIN NATIONAL FOREST –Appendix A

Operating Plan and Trip information Year of Use:

Organization Name

Address:

Phone Number:

Contact Name:

4. Describe your client charges, per client, per trip, total revenue etc.

5. Purpose of Trip and type of clients (i.e Describe here your purpose of use, ie recreational, educational, therapeutic skills development, type of clients, adults, teens, children. You may also further describe the above activity or describe one not listed.

6. Choose Activity or Types of Trips- you may select more than one:

(e.g. guided snowmobile trips, rental and transport of snowmobiles, guided day hikes, guided backpacking trips with meals included, etc.)

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Avalanche Training | <input type="checkbox"/> Backpacking | <input type="checkbox"/> Biking/Mtn. Biking | <input type="checkbox"/> Camping, developed sites |
| <input type="checkbox"/> Day Hiking | <input type="checkbox"/> Fishing Guide | <input type="checkbox"/> Hunting Guide | <input type="checkbox"/> Mountaineering |
| <input type="checkbox"/> Photography | <input type="checkbox"/> Skiing | <input type="checkbox"/> Snowmobiling | <input type="checkbox"/> Rock or Ice Climbing |

☐ Wildlife or Nature programs

Please further describe activity
Or describe an activity not listed above

7. Please list seasons or main periods of operation
(e.g. winter only, year round, July-August, May 15 – Sept. 10, etc.):

8. Please Explain Why Use of National Forest Land is Necessary for Trip
(e.g. allows us to instruct clients in proper hiking techniques in alpine areas, allows clients to connect to the regional snowmobile trail system, the Forest has unique climbing opportunities not found in the area, etc.)

9. Describe Resource Protection Measures Used

Include:

- **Specific principles followed and methods used to minimize impacts to vegetation, soils and water.** (e.g. camping on durable surfaces, use established campsites that are at least 200' from water, using cook stoves rather than making a campfire)
- **Specific principles followed and methods used to minimize impacts to other National Forest visitors.** (e.g. limiting group size, traveling in smaller sub-groups, yielding to other visitors on the trail, fostering the peace and quiet of the woods)
- **Techniques to be used to handle disposal for both litter and human waste.** (e.g. carrying plastic bags to instill the carry in, carry out philosophy, use of backcountry facilities with toilets, carrying trowels for digging cat holes)
- A list of government facilities you propose to use, e.g., a boat launch, parking lot, or trailhead.
- A statement of whether the proposed operations involve motorized equipment.
- A description of cleanup and restoration during and after the proposed operations

10. Describe training provided to guides working under your permit.

Include:

- A statement addressing your requirements for employment.
- A description of staff training programs.
- Description of First Aid requirements.
- Description of Leave No Trace training for guides.

11. Describe your Safety and Emergency Plan (Attachment 2 will be attached to the permit with Emergency Contact information)

Include: •Safety equipment carried by guides, •Evacuation and emergency procedures to be used •Communication methods to be used by guides

TRIP ITINEARY INSTRUCTIONS:

- 1) Enter the **name(s)** of the trails used, any shelters, tent platforms, huts used, indicate, “off trail camping” for other overnights with the general location. **Indicate activity:** Day hike, Backpacking, Mt. Bike, rock climbing etc. For multiple overnights list each day separately (**Follow examples**). Attach additional sheets if necessary. Partial days count as whole days.
- 2) Date of trip (indicate year also)
- 3) # Of Days (Most of time this will be 1, each day of a multiple day trip should be listed separately)
- 4) # Of clients each day of the trip
- 5) Multiply the # of day's x clients
- 6) # Of Guides

1. Location: Names of Trails, overnight locations: shelter, tent site, off-trail camping and type of activity	2. Date	3 # of Days	4 # of clients	5 Total Client days (days x clients)	6 # of Guides
Example #1 Day hike Old Bridal Path, Greenleaf trail, Franconia Ridge, Falling Waters	06/09/12	1	8	8	2
Example #2 Overnight, backpacking: Gordon Pond Trail, Eliza Brook Shelter-Kinsman Ridge trail - out	7/1 to 7/2	2	8	16	2

TRIP PROPOSAL

Organization Name:

Contact

1. Location: Names of trails, overnight locations:Shelters, tent sites, off-trail camping, type of activity	2. Date(s)	3. # of Days	4. # of Clients	5. Total client days (days x Clients)	6. # of Guides

**OUTFITTER GUIDE PERMIT ATTACHMENT 1A
WILDERNESS USE**

Instructions: If any of your trips will be taking place within the 6 Wildernesses listed below, please sign and date this form that you understand the regulations concerning these areas. All trips must be listed on your trip proposal form. See map on the reverse for the general locations of these areas. For specific trail information consult maps of the White Mountain National Forest to determine if your trips are taking place within one or more of the wildernesses. Return this form with your application as it will become part of your permit. **Please note:** The Blue Brook and Spruce Brook shelters in the Wild River Wilderness have been removed; native soil tent pads are available at these sites. Please follow the Back-Country Camping rules for camping in Wilderness areas.

Wildernesses: Pemigewasset Wilderness
Sandwich Range Wilderness
Presidential Range – Dry River Wilderness
Great Gulf Wilderness
Caribou-Speckled Mountain Wilderness
Wild River Wilderness

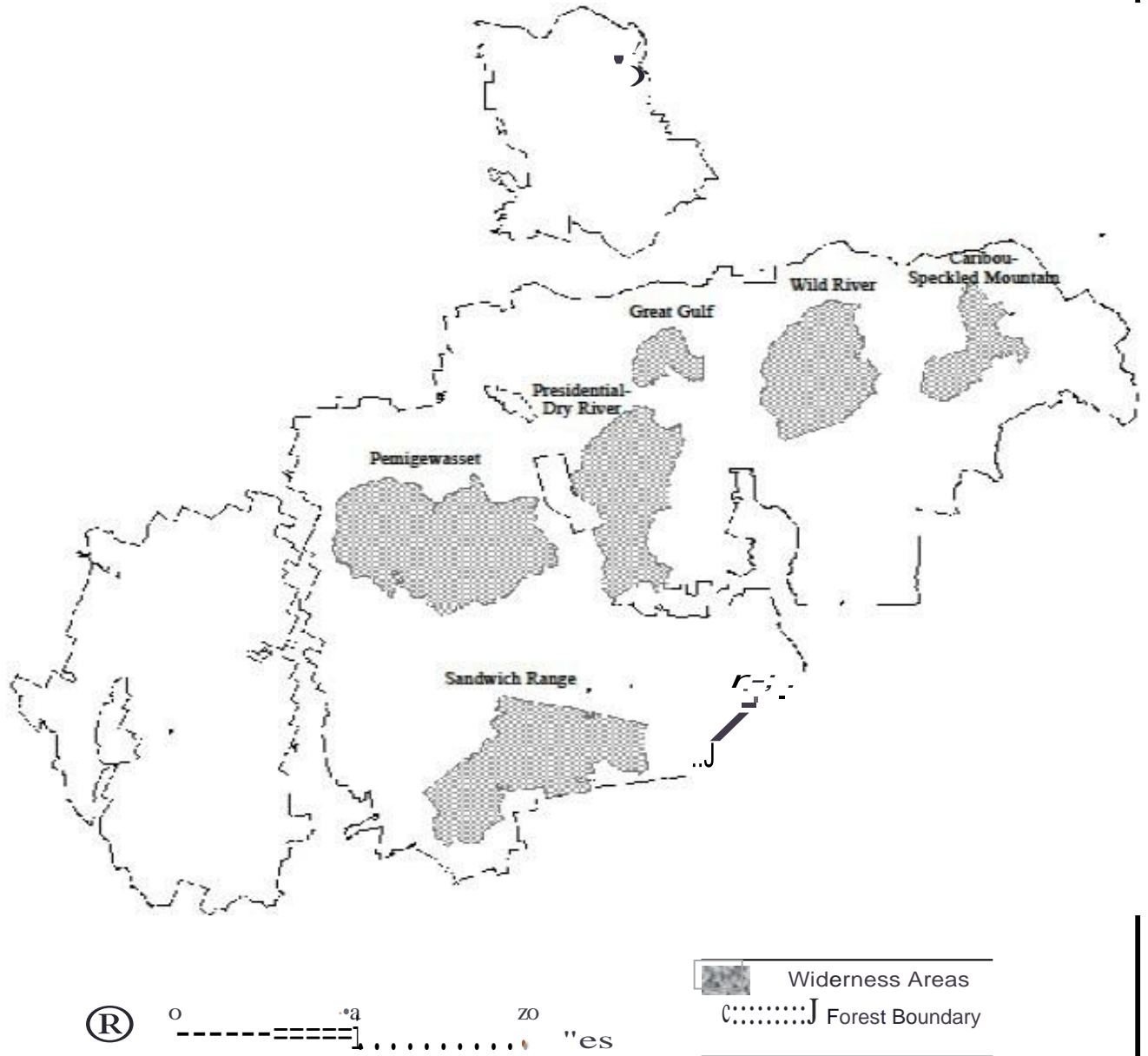
I understand for all trips taking place in the above Wildernesses it is required that the group size will be 10 or less in total (Guides included). Groups larger than 10 will be divided into smaller groups (10 or less) and will remain at least 1/4 mile apart while hiking, resting and camping.

(Signature)

(Date)

(Organization)

White Mountain National Forest Wilderness Areas



ACORN CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER INSURANCE COMPANY HERE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC#
INSURED YOUR ORGANIZATION NAME HERE	INSURER A	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS							
INSR ITR	ADD'l NSRf	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY		DATES	DATES	EACH OCCURRENCE	\$ 1,000,000
	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES <i>If a ac.c. jrenrfi</i>	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		AU1 FOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN ^{EA ACC}	\$
						AUTO ONLY: ^{AQG}	\$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- OTH-TORY LIMITS ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON THE POLICY.	
CERTIFICATE HOLDER	CANCELLATION
<div>US Government c/o USDA Forest Service White Mountain National Forest 71 White Mountain Drive Campton, NH 03223</div>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT
	BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY <i>wfoo</i> UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>if I ^^^ ^.' /) ff J</i>

APPENDIX 5

SUPPORTING DOCUMENTS AND INFORMATION FOR YOUR OUTFITTER AND GUIDE PERMIT

In an effort to reduce waste and un-needed documents please indicate below the number of each item you would like for your permit.

Mandatory Items:

☐ Contact Cards – at least one per group for your trip leaders; valid for one temporary permit. Permit holders or their staff **MUST** carry the current blue contact card with them while leading trips.

☐ Administrative Recreation passes- one per vehicle used for your trips; Valid for one temporary permit.

Other information- not required

☐ Backcountry Camping Rules

☐ Leave No trace Brochures

BILLPAYMENT FOR YOUR PERMIT:

You may pay your bill with a check and or with a credit card. An envelope will be provided if you decide to pay by with a check.

Please make your choice below:

☐ I will pay my bill with a check. An envelope will be provided.

☐ I will pay my bill on-line with a credit card.